

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

PAMELA GERKE,)
)
 Plaintiff,)
)
 - vs-) Case No.: 2:11-cv-15127-JAC-MJH
)
 NCO FINANCIAL SYSTEMS, INC.)
)
 Defendant.)

NCO FINANCIAL SYSTEMS, INC.'S
OFFER OF JUDGMENT

Dated: January 27, 2012

TO: PLAINTIFF, PAMELA GERKE, through her attorney, Andrew L. Campbell, 653 S. Saginaw Street, Suite 201, Flint, MI 48502, Hundy24@yahoo.com.

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, defendant, NCO Financial Systems, Inc. ("NCO"), hereby offers to allow judgment to be taken against it in favor of plaintiff, PAMELA GERKE, as follows:

- 1) The party making the Offer of Judgment is NCO Financial Systems, Inc.;
- 2) The Offer of Judgment is being made to Plaintiff, Pamela Gerke;
- 3) Judgment shall be entered against NCO for statutory and actual damages in the total amount of **\$1,250.00** for NCO's alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, and the Michigan Occupational Code, § 339.901 *et. seq.*, as alleged in Counts I and II of this lawsuit;
- 4) The Judgment entered shall also include an amount for reasonable costs and attorney's fees accrued through the date of service of this Offer of Judgment. Reasonable costs and attorney's fees are to be agreed upon by the parties, or, if the parties are unable to agree, to be determined by the Court on application by Plaintiff's counsel subject to the limitation that attorney's fees and costs are cut off as of the date of service of this Offer of Judgment;

- 5) The Judgment entered in accordance with this Offer of Judgment is to be in total settlement of any and all claims by Plaintiff against NCO as described in Count I and Count II of the complaint only, and said judgment shall have no effect whatsoever except in settlement of those claims. No Judgment shall be entered as to Count III of this lawsuit, which alleges violations of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. §227;
- 6) This Offer of Judgment is made solely for the purposes specified in Rule 68, and is not to be construed either as an admission that NCO is liable in this action, or that Plaintiff has suffered any damages; and
- 7) In accordance with Rule 68, if Plaintiff does not accept this Offer of Judgment within fourteen (14) days after service of the Offer, then the Offer shall be deemed withdrawn and evidence of this Offer will be inadmissible except in any proceeding to recover costs. If Plaintiff does not accept this Offer of Judgment, and the judgment finally obtained by Plaintiff is not more favorable than this Offer, then the Plaintiff must pay his costs incurred after this offer, as well as NCO's costs, as allowed by the law of this District.

ACCEPTED: _____


PAMELA GERKE

DATE: _____

2-10-12

Respectfully submitted,

/s/ Deborah A. Lujan
Attorney for Defendant,
NCO Financial Systems, Inc.

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